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The Solicitors' Journal.

LONDON, SEPTEMBER 3, 1864.

AS LONG AS PERSONS are found willing to be the dupes of men who live by their wits, we may expect to hear of the increase of such frauds as we referred to in our leading columns last week. Another palpable attempt to deprive incautious and needy persons of small sums of money has been again reported in the police courts, and we are led once more to refer to the subject in consequence of the very transparent nature of the inducements held out by a man pretending to lend money without security. Let any of our readers imagine himself receiving a circular, containing a form of proposal whereby he might obtain a loan of any sum under £200 without security, or above that amount with the security of one bondsman only, and with a little note added at the bottom—"If the proposer properly fills up the foregoing form, and signs the above undertaking, and forwards one per cent. in postage stamps, with the proposal, to the address mentioned, there will be no delay or difficulty, as all necessary inquiries have been made by our agents previous to this communication being made, no person being written to unless of undoubted respectability." It is certainly a most comforting assurance from a perfect stranger to know that he has made inquiries and considers you respectable, though perhaps being told so in print rather takes away from what might to some people appear to be a genuine feeling of regard for your person. A mere formality has to be gone through if you want only the small sum of £200. Fill up the form, and send £2 in postage stamps, and you may expect two bank notes of £100 each by return of post. May your credulous expectations be realised! We do not think they will. Supposing the number of replies to bear a very large proportion to the number of these circulars sent out, we are able to calculate how many people are ready to fall into the snare laid for them, when we hear that "bundles of letters" are sent in reply, many of them containing money or postage stamps. Will the public never be advised? Are those who have no money so generous in their ideas as to suppose that they themselves would, if they had it, lend money without security? The trick is so easily seen through, that one wonders how it could ever succeed in inducing a reply to the circular, not to say a compliance with its requirements. A large heart and a large purse would be required to meet the wants of those willing to borrow £200 without security; their name is legion.

THE BAKEHOUSE REGULATION ACT, 1863, is, we are glad to observe, being put in force in London. Cleanliness is necessary for the preservation of health; but when that cleanliness touches the quality of the bread we eat, it concerns everybody that the bakehouse should be free from taint. The 26 & 27 Vict. c. 40, will prove very useful if it be properly carried out.

IT IS OUR PLEASING TASK to announce that the health of Mr. Justice Williams is improving. He has remained at the judges' lodgings at Exeter during his indisposition, and is now at length convalescent, though still far from being quite recovered.

THE QUESTION of the liability of a Benefit Society to pay "sick pay" to a member who has lost his eyesight in a fight, arose last week in the Southwark Police Court. It appears, from the published report of the case, that Henry Bowler, a member of the Friend-in-Need Birmingham Benefit Society, in the early part of June lost his eyesight, and declared on the funds of the society. The secretary had declined to pay him the sick allowance, alleging that he had infringed the rules of the society, the ninth of which rules does not allow any one to declare on the funds who has received an accident through fighting. It was, however, clearly shown that the complainant had not wilfully entered into the fight, but that it was forced upon him for self-protection, and the magistrate decided that he was entitled to his sick pay. The foundation of many benefit societies is so frail, that it is a real relief to them to escape payment of even so small a sum as ten shillings a-week; hence these frivolous and vexatious objections.

ANOTHER QUESTION of international law appears likely to arise in the case of the *Georgia* steam-ship. As is well known, this vessel was in the Confederate navy, but, having become useless as a war vessel, she was sold at Liverpool, after being dismantled, and all warlike stores having been previously removed from her. Her new owner, Mr. Bates, of Liverpool, registered the *Georgia* as a British ship in his own name, and subsequently entered into a contract with the Portuguese Government, who engaged the steamer to proceed to Lisbon, and thence to the Portuguese settlements on the west coast of Africa. The charter-party clearly shows that her mission was of a peaceful nature, and she was placed under the command of Captain Widdycombe, who, we understand, has been in Mr. Bates' employ for the last sixteen years. On the 8th of August she sailed from Liverpool, and proceeded on her voyage under the British flag; but, off Lisbon, on the 15th ult., she was seized by the *Niagara*, a Federal cruiser, which was there for the purpose of intercepting her. The *Georgia* is now on her passage to Boston, Massachusetts, in charge of a prize crew. The seizure of a British ship, with a *bona fide* British register on board, and engaged in legitimate commerce, is quite a new mode of making war on the Confederate States. If, on the shallow pretext that, at some former period, the *Georgia* was, under different ownership, engaged in making war on the Federals, she is now sent into a prize court, we cannot believe the *Niagara* will gain anything by her motion, except the paltry pleasure—if it be so—of insulting the British flag. Neither the owner nor the charterer of the vessel can submit to such an outrage without taking measures to obtain compensation. It will be interesting to observe the case which the captors may attempt to set up to justify their violation of neutral rights.

IN A SECOND LETTER to the *Times*, "A Scottish Magistrate" gives us the benefit of his ideas as to the assimilation of the laws of England and Scotland. The following contains his notion of what may be effected:—

> I propose that the law which is to prevail for the future throughout England and Scotland, from end to end of Great Britain, be made the same; that, in so far as the supreme courts are concerned, it be administered by a set of judges, every one of whom shall have power to determine all cases of whatever sort or kind that are brought before him, relieving him, on the one hand, from a consideration of questions involving paltry interests by making the decision of a County Court Judge in such cases absolutely final; and, on the other hand, securing uniformity of principle in giving judgment, by preserving the present right of appeal to the House of Lords. Let the supreme court of the whole island be placed in one place—London—and let all its judges sit in one building. Running about from Westminster to Guildhall, and from Guildhall to Lincoln's-inn, may be good for the health, but is certainly a hindrance to the transaction of business.
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> Let each judge have authority to determine every case of fair importance that can be imagined, civil or criminal. Let Bill Sykes be tried for burglary by the same man who fixes the *status* of Theresa Longworth, and names the lady to whose arms and finger-nails the versatile major is to be consigned; by the same man that tells us who is the heir of the Broadalbane estates, and what particular volunteer shot the dog. Each

supreme judge ought to be, and indeed is, so well acquainted with every part of the law of his country, that with diligence, firmness, and industry, he may dispense justice in every branch of it wisely and well. This will simplify matters very much, for you will always be sure that you are in the right court. Be you thief or murderer, debtor or creditor, a gay wife or a brute of a husband, you will never be told that you have come to the wrong place. A man sits there who has power to make you pay or make your debtor pay, to divorce you or clear your fame, to transport you or to hang you, without any troublesome talk about distinction of equity and common law, consistorial rules, and so forth—without a moment's difficulty as to whether your domicile be at the Land's End or at John-o'-Groat's house.

Let every advocate and barrister take all sorts and kinds of practice that please himself for the moment—oral pleading, written pleading, conveyancing, the wakening of a dormant peerage, and the defence of a thief. Let him plead at any circuit court in any part of the island in which he happens for the time to be.

In these few lines I have done no more than indicate the nature of a scheme which, however, I have for many years tried to elaborate. The thing would be very difficult, but not so difficult as the Thames Embankment, while it would be certainly more useful than the Wallace monument.

Communication through the post-office and by telegraph is now effected just as rapidly with London as with Edinburgh, and at the proper time I can show the public great advantage that would follow the adoption of my proposal. That the English would welcome us cordially, the experience of centuries assures us; and as for my legal fraternity, let them not bewail leaving their darling Edinburgh, but attend to me quietly. I will point out to them as sunny a prospect south of the Tweed as Hannibal showed his troops from the top of the Alps, and address such arguments to their hearts, or purses, or whatever you like to call the things, that many descendants of "Scots wha hae wi' Wallace bled," will be found humming to themselves "My native land, good night."

Nothing can be more evident than that the writer of this lively effusion is far in advance of the age. Let us examine his proposal. He appears to be one of those whom a multiplicity of courts and multifarious jurisdictions confuses. He says to himself, Here I have an action for the recovery of a few pounds, a prosecution for burglary, a petition for divorce, a suit for the administration of an intestate's property, the winding-up of a bankrupt's estate, an indictment for infanticide, an action for an assault, and a suit involving a peerage. Put them all before one judge, and then I shall never have to think whether I am in the right court or not, and the decision, whatever it be, cannot be appealed from, except to the House of Lords. To be saved the trouble of thinking, as well as the trouble of running from one court to another, is what "A Scottish Magistrate" seems to desire, and to look upon as the *acmé* of perfection in facilitating the operation and administration of the law. As soon should we think of lending our countenance to a scheme which would have the effect of appointing every male adult by turns the principal adviser of the Crown, or for passing a law permitting a member of any of the learned professions to practise any other of them, as we should of favouring such a scheme as this. Who would trust a barrister to perform a surgical operation; or a parson to draw a bill in Chancery? It may be true that each supreme judge is well acquainted with every part of the law of his country; but we are able to assure "A Scottish Magistrate" that there is quite enough learning comprised in any one branch of the law, as now divided in its administration, to give employment to a judge who dispenses justice with "diligence and firmness." In the new state of things, we suppose all appeals, if any, from the decisions of police magistrates and justices, and County Court judges, would go to the House of Lords, and all other cases would be handed over to one of about fifty "supreme judges," all sitting at the same time, in fifty courts, under the same roof. Truly, the scheme would be very much more difficult than the Thames Embankment, which is comparatively easy, as "A Scottish Magistrate" may see for himself, as he probably, from the date of his letter, is in London; and as to its usefulness, we leave our readers to form their own judgment. If "A Scottish Magistrate" is not just escaped from Hanwell, we think it pretty evident he ought to be placed there until he can collect his scattered brains. Considering the confounding nature of his proposition, when he mixes up the idea of the courts with the idea of the buildings in which the courts are held—when he suggests that a case, however paltry and unimportant, wherever it arises, should be tried in London—when he requires that every barrister should take "all sorts and kinds of practice that please himself for the moment," just as if barristers were not in the habit of doing so—and, lastly, when he hints rather darkly that great advantage might follow by the adoption of his proposal in connection with the post-office and the electric telegraph, we are left no room to doubt that "A Scottish Magistrate" has taken leave of his senses.

WHERE DOES ALL THE MONEY COME FROM which railway companies expend in litigation? The holders of ralway stock suffer by having to put up with smaller dividends, and so we may say that they are the sufferers by it. The amount expended in legal and Parliamentary expenses last year by the twelve great railway companies was as follows:—Caledonian, £3,995, against £3,954 in 1862; Great Eastern, £2,883, against £2,369 in 1862; Great Northern, £19,707, against £25,507 in 1862; Great Western, £17,904, against £23,886 in 1862; Lancashire and Yorkshire, £12,383, against £22,938 in 1862; London and North-Western, £52,905, against £50,730, in 1862; London and South-Western, £17,611, against £6,756 in 1862; London, Brighton, and South Coast, £2,000, against £6,637 in 1862; Manchester, Sheffield, and Lincolnshire, £1,466, against £3,611 in 1862; Midland, £16,938, against £13,065 in 1862; North-Eastern, £8,253, against £13,085 in 1862; and South-Eastern, £7,450, against £5,060 in 1862. For the purposes of the comparison, the legal and Parliamentary expenses of the West Midland are included in those of the Great Western for 1862. There was, it will be observed, an increase of £41 in the legal and Parliamentary expenses of the Caledonian last year, of £514 in those of the Great Eastern, of £2,175 in those of the London and North-Western, of £10,855 in those of the London and South-Western, of £2,973 in those of the Midland, and of £2,390 in those of the South-Eastern. On the other hand, the Great Northern effected a saving of £5,800; the Great Western, of £5,982; the Lancashire and Yorkshire, of £10,552; the London, Brighton, and South Coast, of £4,637; the Manchester, Sheffield, and Lincolnshire, of £2,145; and the North-Eastern, of £4,832. It is grievous, in the interest of the holders of ordinary stock, to observe what large sums some companies are led or obliged to expend every year in, to a great extent, profitless litigation.

THE UNCLAIMED DIVIDENDS handed over to the Commissioners for the Reduction of the National Debt, and by them invested in the public funds, amounted at the close of the last financial year to no less than £2,879,975 stock. There is also in the hands of the commissioners more than £500,000 stock on which no dividend has been claimed for upwards of ten years.

BY AN ORDER IN COUNCIL, dated the 27th of August, Parliament, which stands prorogued to Thursday, the 13th day of October next, was further prorogued to Friday, the 11th day of November next.

IN THE ECCLESIASTICAL COURTS of England there were last year only twenty-two suits in the popular and ordinary acceptation of that word. Fourteen related to church-rates; seven of these were in the Arches Court, six in the Consistory Court of Durham, and one in that of London. There was one suit relating to pew rights,

one against institution to a benefice, two for deprivation of benefice, and two for publicly preaching, &c., in a place of worship without the consent of the incumbent of the parish, its spiritual lord. The applications or "suits" for faculties authorising the restoration, alteration, or rebuilding of churches are much more numerous. There were seventy-one last year, and that is considerably below the average; fifteen of them were in Sarum, and twelve in Lincoln diocess.

On Monday last two cases occurred in the Sheriffs' Court, bearing on a question which has often been raised, but in a different form. It has often happened that persons too poor to employ an attorney, and too much occupied in other matters to appear for themselves, have deputed a friend to appear on their behalf as plaintiff, and the deputy has been refused a hearing. In the two cases referred to, the plaintiffs were respectively public companies, and each sent a clerk; but a hearing was refused in both cases, on the very good and sufficient ground that a public company can only appear by a duly qualified attorney.

The Report of the Committee of the House of Commons appointed to inquire as to the most suitable arrangements to be made respecting the Patent Office Library and Museum, recommends the adoption of a site in the neighbourhood of Chancery-lane as that most advantageous and fitted for the purposes in question. It has long been notorious that the portion of the Masters' Offices, which has now for some years been occupied by the Patent Office is altogether inadequate for the demands made upon it, in respect both to its capacity and its convenience. The site proposed to the committee is described in the report as follows:—"A block of land occupied principally by old and dilapidated houses, and surrounded by Southampton-buildings, Chancery-lane, Cursitor-street, and Took's-court; it is most conveniently placed, being in close proximity to the law courts at Lincoln's-inn, the Inns of Court, and the new Record Office. Another site, immediately adjoining that last named, was suggested; it extends to the north side of the Record Office. Should the plan for concentrating all the law courts in the neighbourhood of Chancery-lane, which has been recently under the consideration of Government, be carried into effect, it will afford an additional argument in favour of either site. The cost of the first-named site, amounting to 5,878 yards, was estimated at £205,000." From this it would seem that the pulling down of the extensive building formerly known as the Masters' Offices, and which is now partly occupied by some of the Registrars of the Court of Chancery, and partly by the Patent Office, is contemplated. There are three schemes which ought to be made to fit into each other; the chiefest is the concentration of the law courts, another relates to the Accountant-General's Office, and the third is the carrying out of the report before-mentioned. The Chancery Registrars cannot even for a short time spare the accommodation now afforded them in Southampton-buildings; so if the Patent Office is to vacate that part of the building which it now occupies, the Registrars must still hold their part, as there is not space for them to return to their old habitation on the other side of Chancery-lane. As soon as the new Palace of Justice is built, the Registrars can remove in a body, and give up their present place in Chancery-lane to the Accountant-General's department, to be converted into a branch of the Bank of England; and then No. 25, Southampton-buildings, can be adapted for the Patent Office, or pulled down, as shall be most convenient; but, until the Palace of Justice is built, it seems great waste of expenditure to pull down anything so substantially built as the Masters' Offices are, as long as the building is urgently required for present occupation. It is evident that any scheme for the building of a new Patent Office must "wait on" the decision which shall be arrived at next session respecting the Palace of Justice.

OUR CONVICT SYSTEM.

During the early days of our Australian colonies, no question ever arose as to how we were to dispose of our convicts; everyone at the antipodes was glad to have the opportunity of getting the assistance of "Government men," as they are there called. For the purpose of utilizing their labours, the convicts, after a period of probation, were assigned to colonists who were able to employ them, and who were bound at the same time to feed and pay them. That this fruitful source of labour has been of great assistance in bringing forward her rising offshoots, England has every reason to know, and the colonists themselves do not deny; but, be that as it may, the fact is equally clear that no more of such labour is required by the Australians, who, for reasons of their own, have declined it. Then comes the difficulty: what are we to do at home with those for whom we have no longer this outlet? If there is a class of the community more petted and pampered than another, it is the prisoners in our gaols. It is only our soldiers that we send to those climates which are too unhealthy to support Europeans, and it would be contrary to all precedent to send convicted felons to such unhealthy spots. They must be fed up with so many ounces of meat a day, and so much bread and vegetables; they must not be allowed to perform work out of doors in ungenial weather, lest the dampness of rain or the heat of the noonday sun should affect their health. Our principal outlet for this superfluous and outcast part of our population having been closed, we have been reduced to the necessity of keeping our long-term prisoners in this country; but no means which we have yet been able to employ have succeeded in keeping us so free from the contingency of their return to prey upon society as we formerly were. The ticket-of-leave system, which for the last few years has prevailed, has not been conducive, on the one hand, to the adequate punishment of offenders, by depriving them of liberty; nor, on the other hand, to the safety of the general public, during the time when those offenders are undergoing their sentence, by reason of the simple fact that a convict was, until the passing of the 27 and 28 Vict. c. 47, suffered to be at large during a considerable period of his term of punishment. Having arrived, of necessity, at such a state of affairs, we have only to accept the circumstances and to content ourselves with the consolation afforded by the fact that "it can't be helped." Since, then, we are compelled to retain within these shores all convicts who would, under other and former circumstances, have been transported, it behoves us so to regulate any system of licensing which may be accorded to them as that the innocent may not suffer therefrom in person or in property. Many complaints used to be made that men were at large long before the termination of their sentence, and that they were convicted again and again without ever undergoing more than about a third of the allotted period of imprisonment; but we believe that any ticket-of-leave man now convicted of a fresh crime is to be compelled to go through the whole of his former sentence.

The circular issued to the judges by Sir George Grey shows the manner in which convicts under sentence of penal servitude are for the future to be treated. The sentence of five years is now the shortest term which can be awarded under the Penal Servitude Amendment Act, and the principle adopted as regards the remission of any part of the sentence is as follows:—The first nine months, in every case, whatever be the length of the term of penal servitude, is to be passed by the convict in separate confinement, and, after deducting that time from the whole period, one-fourth of the remainder will be the *maximum* period which can be remitted. "A *maximum* amount of remission is fixed as the utmost which can be attained by perfect industry, and the number of marks is so regulated that a convict must obtain the *maximum* number of marks every day (without any deduction for

misconduct) in order to get the *maximum* remission. The sentence, therefore, is absolutely certain up to a certain point, but may possibly extend beyond that point, and will inevitably do so unless the convict persistently and strenuously exerts himself." This regulation only applies to male convicts; with regard to females, the *maximum* period of remission is one-third of the whole sentence, it not being thought desirable to place females in separate confinement. Convicts sentenced for life will never be allowed "to regain even the qualified freedom of the holder of a ticket-of-leave." We anticipate that so much of the Penal Servitude Amendment Act as relates to the remission of sentences will give great satisfaction to the community. It was not consistent that a prisoner should be released after serving a third part of his time, and that a sentence of so many years' penal servitude might be evaded by means of a course of quiet and, perhaps, mock-religious demeanour in the criminal. It was not sufficient that a punishment should be awarded which everyone, including the prisoner, knew would never be carried out.

Hereafter, the punishment, whatever it be, that is pronounced by the judge, will determine the punishment which the prisoner is to undergo. It is as easy to say that he may be released with a licence at the end of a definite proportion of the whole sentence, provided he behaves well, as to pronounce an absolute sentence of penal servitude, which means a short and indefinite term of imprisonment only.

Then there is the very difficult subject of supervision by the police. We cannot say that we remember a single authenticated case of the police interfering with a ticket-of-leave man so as to deprive him of an honest living; but it is more than probable that there is a certain amount of general truth in the numerous complaints we hear made before the magistrates, of the police giving notice to employers of a man being the holder of a "ticket of leave." We hope the time is long distant when our system of police supervision, not only as regards individuals in their private capacity, but even as regards known criminals, will be approximated to that which now for a long period has prevailed in France, and in several other countries of the continent of Europe. Such a system would not suit English ideas and English habits; and nothing would be more likely to raise an outcry against the police, and tend to deteriorate their efficiency as a body, than the adoption of such a measure. Nevertheless, holding this opinion very strongly, we cannot but see that some system is necessary whereby the large body of criminals now mixed amongst our population by reason of the extensive development of the ticket-of-leave system, should be made amenable to the influence which the fact of their being personally known to the officers of justice would be likely to have upon their demeanour. Under the system initiated by the Penal Servitude Amendment Act, we shall never be able to get rid of the absolute necessity of keeping a certain proportion of them in confinement for the whole period of their existence. Reformatories for adults are, as all men of experience agree, absolutely useless; and it remains, therefore, so to regulate the existing state of things, as regards convicts sentenced for life, that it may effect its object of punishment without vengeance, while the certainty of that punishment, both as to length and severity, is unquestionable. A criminal who is released before the expiration of his sentence will in future be allowed to remain at large, "unless he shall, before the expiration of the said term, be convicted of some indictable offence, in which case his licence will be immediately forfeited by law, or unless it shall please her Majesty sooner to revoke or alter such licence." The conditions proposed to be endorsed on the licence will be such as to require the holder to produce it to the authorities when called upon, to abstain from violation of the law, to avoid bad associates, and to have some visible means of livelihood. If his licence is forfeited or revoked in consequence of a conviction for any offence, he will be liable to undergo a term of penal servitude equal to the portion of his original term which remained unexpired when his licence was granted. Whether the holder of a licence ought to be required to report himself once a month to the police, experience will show; but we think the amendment which was proposed by the Lord Chancellor, that "the convict should report himself only when required to do so," would have been less oppressive. The difficulty of effective supervision by the police, without oppression, might have been met by some such middle course as this; and it is easy to perceive how such an instrument as the power to compel a convict to report himself at all might be mis-used, while we must, whatever be the regulation in that respect, leave much to the discretion of the individual members of the police force. Much more will depend upon the strictness with which any provision be carried out than on the provisions themselves; for, most certainly, if the law be secured from becoming a dead letter, we shall hereafter be less liable to the incursions of dangerous criminals than we now too frequently are.

As regards discharged criminals, and the means at their disposal for obtaining employment, we very much fear that this will comprise one of the chief difficulties in the working of the Act, and it is one for which we are unable to discover any solution. For years after a man's licence has expired, and before he is absorbed into and lost sight of in the general mass of the population, the odium of having been a "ticket-of-leave man" will stick to him, and he will be liable to feel the consequences of his crime long after he has paid the penalty. For our opinions on this part of the subject we cannot do better than refer our readers to the remarks, made at the time when the Penal Servitude Amendment Act was passing through Parliament.*

COPYRIGHT LAW.

Alien Author resident in a British Colony.

Low v. *Routledge*, V. C. K., 12 W. R. 1069.

The want of a law of international copyright between Great Britain and the United States served as a ground to Messrs. Routledge & Co. for disputing the title of Miss Cummins, a native of the States, but resident in Montreal, to the copyright in a work called "Haunted Hearts." Miss Cummins had agreed with Messrs. Low, of Ludgate-hill, for the sale to them of the copyright. They paid the purchase-money, and, under an authority from her, entered the work, and an assignment to them, at Stationers' Hall, and published the book. A few days afterwards Messrs. Routledge also published the book. Messrs. Low remonstrated, but their remonstrance failing, they filed a bill for an injunction, to which Messrs. Routledge demurred for want of equity, contending that an alien, although resident in a British colony, had no copyright, notwithstanding that the work, of which the alien was author, was first published in England.

This case differed materially in its facts from the well-known case of *Jefferys* v. *Boosey*, which ultimately came before the House of Lords (4 Ho. of Lds. Cas. 815), but was much helped by the opinions given by the judges on that occasion. The law of copyright, too, depended at that time on the statute of Anne, which was repealed by the Act now in force—5 & 6 Vict. c. 45. The former Act did not extend to the colonies; but the 29th section of the Act of the Queen provides that it "shall extend to the United Kingdom of Great Britain and Ireland, and to every part of the British dominions." In that comparatively restricted state of the law of copyright, while a majority of the judges, and the lords, were of opinion that an alien, resident in a foreign country, and publishing here through agents, did not acquire a copy-

* 8 Sol. Jour. 663.

right, the judges held unanimously that a foreigner, coming to this country, and here first publishing a work composed by him, did acquire a copyright. In the principal case the Vice-Chancellor stated the general principle of the law in relation to foreigners:—"Although a foreigner could not acquire an estate here, he might, by permanent or brief residence, acquire temporary and local privileges, *quoad* his personality, and owed a local and temporary allegiance as a British subject, and as a compensation for that was entitled to the privilege of protection to the same extent." The word "author" in the third section of the present Act being thus, on the authority of the judges, and on principles interpreted to include a foreigner, and it having also been held by the judges—where copyright did not extend to the Colonies—that a foreigner, coming to this country, and first publishing here, acquired a copyright, could a foreigner, remaining in one of the dependencies of the Crown, and first publishing here, be excluded from the benefit of an Act, expressly extending, as it does, to every part of the British dominions? A negative conclusion was irresistible. The Vice-Chancellor accordingly decided that Miss Cummins did acquire a copyright, and that the demurrer for want of equity could not be sustained, although the plaintiffs, by a slip in the registration of their right, had unfortunately deprived themselves of their title to relief.

Not only on account of the point of law thus actually decided, is this case of importance, but because it affords a forcible instance of the liberal and comprehensive economical principles on which the Court construes Acts at the present day. Assuming that the Act of the Queen tends to accomplish that which its preamble declares to be expedient—namely to afford greater encouragement to the production of literary works of lasting benefit to the world,—and not anywise doubting that such encouragement is a high and noble object, one cannot but think that such production will be equally beneficial to the British dominions, whether it proceed from a foreigner here or from a British subject. To say that a foreigner, publishing within the dominions, shall have the same advantage of his literary labour as a native, is no more than to say that the work, in this country, of the hands of an artisan who is a foreigner, shall not, by reason thereof, be depreciated in comparison with the fruits of British workmanship. It is the broad question of the advantage of the importation of skilled labour. There can be no dispute of its stimulating effect; "at this time of day at least," the Vice-Chancellor observed, "it could hardly be contended that a British author ought to be protected from competition with a foreigner, for, in addition to the encouragement held out to learning and genius, there would be the collateral advantage of giving employment to paper makers, type founders, compositors, correctors of the press, bookbinders, and booksellers, and trades having any bearing on the printing and publishing of books."

The law, as laid down in *Low* v. *Routledge*, may seem open to the subterfuge that, in the absence of an international copyright between Great Britain and another country, an author of the foreign country could, by merely crossing a river, or otherwise coming temporarily for the purpose on British soil, acquire a colourable status as a foundation of copyright. But it should be observed that the decision of the Vice-Chancellor applies to a resident in a colony or dependency. The Court of Chancery would not allow itself to be tampered with by any evasive residence of the plaintiff, particularly when called upon to interfere by injunction. If simply coming within the British dominions were held to be sufficient for the purpose of injunction, such a decision, we may be sure, would not be based on any merely technical grounds, but on principles of public utility in the construction of the Copyright Act, having regard to the object of that Act. A cardinal point in the Act is the encouragement of the production of literary works; and the Vice-Chancellor was of opinion that, in considering the construction of a difficult Act of Parliament framed with such an object, the question what was or was not favourable to learning was not irrelevant, learning being a cause which it was the object of this Act to foster. The judges, in *Jefferys* v. *Boosey*, gave their opinion in favour of a foreigner coming to this country and here first publishing. If the coming to this country, or, under the present law, to a British colony, were merely for the purpose of first publishing here, or in the colony, and such a course were considered conducive to the promotion of learning in the Queen's dominions, it is apprehended that the foreigner would be within the benefit of the Copyright Act.

COMMON LAW.

COVENANTS FOR COMPENSATION IN MINING LICENCES.

Norval v. *Pascoe*, V. C. K., 12 W. R. 973.

Much of the difficulty which is often felt in understanding the subject of covenants running with the land, would probably vanish if a clear notion were attained and steadily borne in mind of what is meant by "the land."

It is laid down in *Spencer's case* that only those covenants will run with the land which relate to something, parcel of the land, or which, when it comes into existence, will be parcel of the land. And from this it is apparent that the land meant is that to which the thing covenanted to be done is to be done.

Hence it follows that the burden of a covenant to do something on the land of a covenantee cannot run with the land of the covenantor, unless the latter land is also that of the covenantee to which the thing relates. But if the covenantor and covenantee are both interested in the same land, and the thing is to be done to that land, a covenant relating to such land may run both ways, in burden and in benefit, with the interests in the land. This is the common case of lessor and lessee (see 1 Smith's Lead. Cas. 49–64, 4th ed. and *Bailey* v. *Stephens*, 12 C. B. N. S. 91). And hence it follows, also, that a covenant to do something to the land of the covenantee may (and will) run in benefit to the assigns of that land, even when entered into *by a mere stranger* to that land (1 Sm. Lead. Cas. 49).

To prevent misunderstanding, it may be as well to add distinctly that, whilst it is absolutely necessary that the covenant should relate to the land with which it is to run, this is not all that is necessary when the question concerns the burden of a covenant. In such case it is also requisite, in order to attach the obligation to the land, that the covenantee, as well as the covenantor, should have an interest in the land, which will be affected by the thing done. Thus, a covenant relating to the land, entered into by the owner thereof *with a stranger* thereto, will not bind the assignee of the land; but such a covenant between lessor and lessee will bind the interest of the covenantor in the land, and all assignees of such interest (1 Sm. Lead. Cas. 64).

From the above remarks it is manifest that, whenever the burden of a covenant runs with the land demised, the benefit of it must, of necessity, run with the reversion; and, *e converso*, in most cases where the assignee of the lessor can maintain covenant against the lessee, the covenant must relate to the land demised, and therefore the burden will run with the land against the assignee of the term.

But, supposing a case where the assignee of the reversion in the thing demised is necessarily also assignee of some other hereditament, and that he can sue the lessee upon a covenant contained in the demise, does it then conclusively follow that the covenant must relate to the thing demised? Certainly not: for if the covenant relate to that other hereditament to which the lessee-covenantor is a stranger, and not to the thing demised, the assignee of the reversion, being also assignee of that other hereditament, could yet, by virtue of his interest in the latter, maintain covenant against the lessee; and in such case the burden of the covenant could not pass to

the assignee of the term in the thing to which it does not relate.

In *Norval* v. *Pascoe*, the case supposed lately came before Vice-Chancellor Kindersley. Though argued and decided in a court of equity, the question was essentially a point of common law as to the effect of the covenant. A licence to dig and work mines for twenty-one years, with liberty to disturb the surface of the land, was granted, and, by the deed, the licensees covenanted to pay reasonable compensation for all injury or damage which might be occasioned in acting under the licence, and particularly compensation at the rate of £100 per acre for damage to land rendered permanently useless by the deposit of mining stuff, or by sinking mining shafts; and also compensation, to be fixed by arbitration, for the costs of fencing dangerous places, and of restoring the injured land to its original condition. The interest of two of the licensees was assigned, and the Court had to consider whether the obligation to pay compensation could be enforced by the licensor against the assignee of the licensees. Assuming that the licence might be viewed as a demise, the licensor would be the reversioner by virtue of his interest in the mines and the surface, of which the user was in part granted (*Martyn* v. *Williams*, 1 H. & N. 829, 830), and it was a question of covenant as between lessor and assignee of lessee. Did then the covenant as to compensation concern the thing demised? This question raises two points for consideration—first, whether the things to be compensated for, or any of them, concerned the thing demised; secondly, whether, if any of the things were of that character, the covenant to pay compensation therefor would be a covenant concerning the thing demised.

As to the first point:—It might, perhaps, be considered that the user of the surface in a particular way—an easement, in fact—was granted as appurtenant to the interest in the mines; and so that user was parcel of the thing demised, and that the restoration of the surface used related to the subject of the lease. This might be probably held in accordance with *Martyn* v. *Williams* (7 H. & N. 828), where the covenant to repair works erected under the licence, for the purpose of working the mines, was held to concern the thing demised. But the damage to adjoining lands, and to the surface, the user of which was not demised, must, we submit, certainly be taken to be purely collateral to the thing devised.

Then, as to the second point:—It seems clear that the covenant to pay compensation was in respect of those matters which did not concern the thing demised, and were purely collateral on that ground alone. It would also be collateral for the reason applicable to the covenant, so far as it related to those things which might, perhaps, be considered parcel of, or relating to, the thing demised; for a covenant to pay a sum of money is always merely collateral, unless the payment be by way of rent issuing out of the premises; and the payment before us cannot be deemed a rent, because a rent cannot issue out of an easement, or such an incorporeal hereditament as a right to work and carry away minerals (Co. Lit. 466, 47a); and the covenant is, therefore, entirely collateral, and will not bind the assignee or lessee (Spencer's Ca., 3rd resol.). Further, it may well admit of question whether, so far as the compensation was to be settled by arbitration, the covenant would comply with a rule that a rent must be certain (Co. Lit. 142a); and on that ground also it would be collateral. The point was mooted in *Martyn* v. *Williams*, in respect of compensation to be determined by arbitration for land injured by being enclosed and worked for clay, and the Court seemed to doubt whether such a covenant concerned the thing demised. Martin, B., said that it had long been settled that such covenants only as touch or concern the thing demised pass to the assignee of the reversion; and then, in reference to the covenant as to compensation, "Some question might arise as to this point upon this covenant." The point was not decided; nor was it necessary to decide it. The action was brought by the assignee of the licensor against the licensee, and, as the damage had occurred in the time of the licensor, the right to sue for compensation was his, and not his assignee's. Upon principle, therefore, it would seem that the covenant for compensation, and especially that part of it which related to the things not demised, and which left the amount to arbitration, could not run with the lease and bind the assignee.

So far, moreover, as the case of *Martyn* v. *Williams* goes, it is an authority against the burden of the covenant, for compensation running with the thing demised. But even if the Court had decided that the covenant would run in benefit to the assignee of the surface, it would not, on that ground, merely be an authority in favour of the burden binding the assignee of the lease. The assignee of the reversion was also assignee of the surface, and had other interests in the land than that of simple reversioner of the thing demised. As we have shown, a covenant, by the lessee to do anything to those other interests, would, like a similar covenant by any other stranger, enure for the benefit of the assignee of the reversion, because assignee also of those interests; and the fact that it did so enure would be no proof that it related to the thing demised, and could bind such thing; on the contrary, it could not bind it, having nothing to do with it. His Honour, however, seems to have thought differently, for he rested his judgment on the decision in *Martyn* v. *Williams*, that a covenant to repair the works erected could be taken advantage of by the assignee of the whole interest in the land, surface, and mines, and said, "It matters not that this is the converse of this case; for if the covenant could not run with the land in one case, it could not in the other." This, it will be observed, is just the position which we dispute. "In that case," continued the Vice-Chancellor, "Martin, B., made these observations:—'It has always been considered that if the lessor could maintain covenant against the assignee of the lease, the assignee of the lessor could maintain covenant against the lessee'—a proposition, the soundness of which cannot be questioned." Certainly this is true; but it is not this proposition, but its converse, which, as his Honour admits, is required to support the decision in the principal case—a proposition which was not uttered by the learned baron, and which is not, as we think we have shown, always true; and we venture to think that the case before the Court affords an instance of such an exception. That converse is—if assignee of lessor could sue lessee, lessor could sue assignee of lease. Martin, B., was referring to the case of *Bally* v. *Wells* (3 Wils. 25), in which a covenant had been held to bind the assignee of tithes, and he wished to show that that was conclusive of the case before him, where the assignee of the reversion in an incorporeal hereditament was suing. His Honour had a case where the lessor was suing the assignee of the lease, and he sought to rest his decision upon the authority of a case where the assignee of the reversion and of the whole interest in the soil was held entitled to sue.

The other case relied upon by the Vice-Chancellor was the case of *Vyvyan* v. *Arthur* (1 B. & C. 410), in which it was held that a covenant by lessee of lands to grind all corn produced thereon at the mill of lessor (which mill was not included in the demise) would run in benefit to the assignee of the mill—a proposition obvious enough, but which does not support his Honour's decision unless you can infer therefrom that the vendor of the same covenant could also have run against the assignee of the land—a position which seems to us to overrule the principle that no covenant can run with the land which does not relate to it.

In the case of *Partmore* v. *Bunn* (1 B. & C. 694), quoted for another purpose by the Vice-Chancellor, the very point before him, as to fixed compensation for the easement of the surface, may perhaps be considered to have arisen. There, there was a lease of an easement and a covenant to pay rent for it, on which an action was brought against the assignee of the lease. The point

was not actually decided, as the case went off on two other points—viz., a variance in the pleadings, and the fact that the defendant was not actually assignee of the lease. So far, however, as the inclination of opinion of the Court was manifested, it only went to the extent that the easement in question was a hereditament within the statute 32 Hen. 8, and that, therefore, the assignee of the lease would be liable in breach of covenant relating to the thing demised, but did not decide that the covenant to pay *rent* was a covenant on which he would be liable. It is not, therefore, a case which will at all sustain the judgment of the Vice-Chancellor, even if it be, as to this matter, entitled to much weight; but it is, moreover, worthy of notice, that the statute of Hen. 8, c. 38, s. 1, on which both counsel and Court relied in that case, has nothing to do with the question of the liability in covenant of an assignee of lessee to the lessor. That section only gives the same remedies in covenant to the assignees of lessors as the lessors themselves would have had against the lessees and their assignees; and section 2 gives the lessees and their assigns the like remedy in covenant against the assigns of the lessor as they previously had had against the lessors themselves; but the *liability* of the assignee of the lease, when there is any, is the creature of common law, and not of that statute (1 Sm. Lead. Cas. 4th ed. 42; 1 Wms. Saund. 240, n. 3, 240a, n.); and it should also be noted that it has been doubted whether a covenant can in any case run with an easement (1 Sm. Lead. Ca. 56, 64). It is very doubtful, accordingly, whether the case of *Partmore* v. *Bunn* has much weight even on the question whether *any* covenant would run with the licence to use the surface land for the purpose of throwing the mining stuff upon it.

Upon the whole, then, it would seem that it would not be safe to rely upon the case of *Norval* v. *Pascoe* when seeking to frame a deed granting a lease of or licence to work mines, &c., which shall secure compensation for damage to the owners of the surface soil. It must not be supposed, however, that we in any way object to the principle of this case; our main objection to the decision is in respect of the grounds upon which it is based. These are, substantially, that whenever the assignee of a reversion, happening to be also assignee of some other interest in the land, or even of some other land, can, because the covenant also relates to such other interest or land, maintain covenant against a lessee, then the lessor can sue the assignee of the lease upon the same covenant, though it does not relate to the thing demised. Such a doctrine would overthrow the rule now well established, that a covenant collateral to the land by its owner, with a stranger to it, is merely personal, and would, in every such case, attach a permanent burden upon the land. We are far from saying that such a result might not be desirable—indeed, we go so far as to say that all conditions which a landowner may choose to impose as terms for letting his land to another, ought, in equity, to bind all persons claiming through or from such other; but such a change, however beneficial, however just, requires the interference of the Legislature for its accomplishment: and we are not disposed to look with complacency upon judge-made law, when in contravention of established principles, however we may sympathise with the feeling that dictated the innovation. We do not by any means concur in the remarks of Lord Brougham in *Keppel* v. *Bailey*—"Every close, every messuage, might thus be held in a different fashion, and it would be hardly possible to know what rights the acquisition of any parcel conferred, or what obligations it imposed."

On the contrary, we believe that it would be most expedient that the Legislature should interfere to secure for the owners of the surface, and the lessees or grantees of mines or easements, the privileges for which they, or those under whom they respectively claim, have stipulated in the first instance; but it can never be expedient or wise to stretch the law, and violate its acknowledged principles, for the purpose of making any improvement, however needful. Entertaining the greatest respect for the opinion of so able a real property judge as the Vice-Chancellor, and with all diffidence, we nevertheless, for the above reasons, venture to protest against the judgment as contrary to principle and authority, and involving an alteration of the law without the intervention of the only power competent for the purpose.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar PEPYS.)

Aug. 25.—*In re F. G. Lee.*—This was a first meeting under the bankruptcy of Frederick George Lee, who described himself as of 4, Fitzroy-street, Fitzroy-square, clerk in holy orders, late of Penge, Surrey, and formerly of Fountain-hall, Aberdeen. The bankrupt attributes his difficulties to "insufficiency of income, non-payment of stipend as incumbent of St. Mary's Church, Aberdeen, and the non-arrival of money from America on account of the church." The liabilities are returned at about £5,000, and the creditors include the British Linen Company, £800; the Royal Bank, Aberdeen, £547; the Union Bank of Scotland, £475; the Rev. Mr. Akers, Aberdeen, £1,000, &c.

Mr. *King*, Mr. *Plews*, and Mr. *Johnstone* (Johnstone, Farquhar, and Leech), appeared for the creditors.

In answer to Mr. *Plews*, the bankrupt said he was a clergyman of the Church of England. He had resided at Aberdeen about four years, and left that city in May last. His liabilities were principally incurred in building a church at Aberdeen. When the church was built, the Bishop of Aberdeen refused to license it. The churchwardens were equally liable with himself, but they had disclaimed their responsibility. He came to England to consult his friends, and because he thought he should get more justice than in Scotland. He possessed no property in England, and had incurred only a small amount of private debts.

Mr. *Plews* now asked for a short adjournment, in order that the Scotch creditors might be communicated with.

The learned REGISTRAR decided that the application was reasonable, and directed an adjournment for three weeks.—Adjourned accordingly.

SHERIFFS' COURT.

(Before Mr. Under-sheriff BURCHELL.)

Aug. 25.—The following names were "proclaimed," and no surrender made, or the parties would have been conveyed to Whitecross-street Prison:—George Wyatt, at the suit of Robert Hart and another; James Hall, at the suit of Alexander Jones; James Hall, at the suit of William Millwood and another; M. A. Cockerell, at the suit of Robert Cook; Major Charles Vaughan Pugh, at the suit of Laurence Isaac Nathan; Charles Vaughan Pugh, at the suit of Edmund George Laurence; Margaret Emma Sinclair, at the suit of Henry Robinson; Charles Vaughan Pugh, at the suit of Robert Shepard; Sir Eardley Gideon Culling Eardley, at the suit of Robert Morris; J. C. Cockerell, at the suit of Robert Cook; James Hall, at the suit of Henry Lindus; and W. E. Rains, at the suit of W. Wright.

The Court adjourned to the 22nd of September.

WORSHIP-STREET POLICE COURT.

Aug. 26.—William John Mote, aged thirty-six, described as clerk to a solicitor, was charged by Inspector William Maskell, G division of police, with causing a disorderly crowd of persons to assemble in Worship-square, Shoreditch, to the annoyance of the inhabitants, the obstruction of passengers, and the danger of the public peace.

The inspector said—About eight o'clock last night I found a mob assembled in Worship-square, which is nearly opposite this court. The defendant and another were holding forth upon total abstinence, and were standing on a stone by a pump. Suddenly the defendant was jostled off, and another got up, and much shouting and hallooing occurred; conveyances could not pass, and there was a general obstruction and confusion. Many of the inhabitants having complained of a similar assemblage on previous occasions, and the defendant having been cautioned, I took him into custody, and the meeting then dispersed.

Cross-examined by the defendant—Between 200 and 300 persons were present. I noticed one man by your side, who

certainly was not sober, but yet not sufficiently tipsy to justify my taking him into custody. I am convinced that a very serious breach of the peace would have occurred had I not removed you. The noise while you were speaking was of a derisive character, mixed with very bad language, and could be heard 500 yards off. I don't know whether the noisy persons came from a public-house closely adjacent. You spoke very temperately, and I dare say that your intention was good.

Mr. Frederick Cutbill, an upholsterer, at Nos. 2 and 6, Worship-square, said—I have witnessed and complained of similar nuisances before; the thoroughfare is always obstructed when they occur.

The defendant then entered into a statement, from which it appeared that he had written to Sir Richard Mayne on the subject of being permitted to hold meetings, and had received answers, which seemed to imply a promise that, so long as no breach of the peace or obstruction was caused, the police would not interfere. He contended that he, and not the police, should be the complainant in this instance; for, had the latter removed the intoxicated man spoken of, and placed a constable near him (defendant), neither disturbance nor obstruction would have ensued. He had been exercising a public right in a very temperate manner, and he was prosecuted instead of being protected. This was a question between publicans and the conductors of these meetings, whose sole desire was to reform the drunkard and dissolute. He could prove that the landlady of a public-house gave a person sixpence to go among the crowd and distribute beer, and that she promised more.

Mr. William Fithian, of Gray's-inn-road, bookseller, and Mr. William Whitehead, of Cold Harbour-street, Hackney-road, were called by the defendant, and both spoke to the alleged conduct of the publican and the defendant's discretion.

Mr. Cooke said—The law in these cases is perfectly clear. When meetings are held on private property or enclosed ground, there is no cause of complaint, but when held on the public way they become offences indictable at common law. It does occur frequently that meetings for public worship, and for other purposes, are held where there is no right so to do, and may not be interfered with where there is no obstruction proved; but here the case is very different. You assert that the responsibility does not lie with you, but with the police. I hold that a person who draws a crowd around him is responsible for the consequences of his so doing. Doubtless your motives were good; but you have been cautioned before, and I now order you to enter into your own recognizances in £25 to keep the peace, and be of good behaviour for the space of six months.

The defendant made no reply, and, having entered into the required surety, left the court.

GENERAL CORRESPONDENCE.

The Law Institution.

Sir,—Would not this institution do more good, and be better thought of by the members of the profession generally, if a little more celerity was used by the officers?

8th July, 1864, General Meeting. Minutes not distributed till about 24th August.

2nd August, 1864, Special General Meeting. Minutes not distributed till about 24th August.

2nd August, 1864, Order of Lord Chancellor as to costs. This order not yet distributed by the society; but, in a note to the proceedings of the general meeting of the 2nd of August, it is stated that the Lord Chancellor has promised to have an order prepared. The order bears date the same day as the special general meeting, but the minutes of that meeting do not, even by a note, say that the order has been issued.

On the same day that I receive the two reports of the council, I have sent me by a bookseller a copy of the Chancellor's order.

B. P. A.

29th August, 1864.

Salmon Act, 24 & 25 Vict. c. 109.

Sir,—The keepers of a river saw a net fixed across it, with two salmon in it, at about five o'clock on a Monday morning. They hid themselves, and saw a man come up to the net, and begin to pull it in. The keepers then spoke to him, and he ran off, and left the net and fish behind. The meshes of the net were less than two inches from knot to knot. The man was summoned under the 10th section of the Act, for taking salmon with a net having a mesh of less dimensions than two inches in extension from knot to knot, and fined £3. He was then charged, under section 11 of the same Act, for the same offence, for *fixing* the net, which was dismissed. He was then further charged for the same offence, under section 21 of the same Act, for killing *two salmon* between the hours of twelve o'clock at noon on Saturday and the hour of six of the clock on Monday morning, and was fined £1 for killing each fish. So for this *one offence* he had to pay a double fine; and, had the keepers seen him *fix the net*, he very probably would have to pay a treble one.

The defendant's attorney contended that it was never contemplated by the Legislature that any person should be liable to be fined under two or three sections of the Act for *one offence*. The Bench overruled the objection. Were they right in so doing?

J. T. S.

IRELAND.

COURT OF BANKRUPTCY AND INSOLVENCY.

(Before Judge Berwick.)

In re Oldens, Bankrupts.—Judge Berwick delivered judgment in this case, which had been argued on two occasions. It came before the Court upon a charge by the trustee of the marriage settlement of one of the bankrupts, claiming to be entitled to certain premises, under a covenant contained in the settlement, by which property acquired after the marriage was to be settled upon the trusts of that deed. This was opposed by Mrs. Lunham, a mortgagee, who claimed under a mortgage from the bankrupt, including those premises, and which was made to her long subsequent to the settlement. Both of the deeds had been duly registered. It was contended on the part of the mortgagee that the registration of the marriage settlement could only bind the lands specifically mentioned in it; and, on the other side, it was insisted that the registration of the settlement was sufficient to charge all the after-acquired property, pursuant to the terms of the covenant.

The learned Judge decided that it was not possible, by registration, to affect after-acquired property, and that the mortgage in this case had priority of registration as against the specific lands mentioned in it; and that the mortgagee was, therefore, entitled to hold the lands as against the settlement

Counsel for the trustees, Mr. *Cathrew*; counsel for the mortgagee, Mr. *Purcell*.

Shocking Death of a Solicitor.

Mr. John M'Crossan, a solicitor of considerable repute in the county of Donegal, was murdered in a most brutal manner on Saturday evening last. The circumstances are as follows:—At the last Omagh Assizes, Mr. M'Crossan was solicitor for the plaintiff in the case of *Doyle* v. *M'Loughlin*, coachbuilder. It was the only record at last assizes. A verdict of £8 damages and 6*d*. costs was found for the plaintiff. M'Loughlin, the defendant, not paying the damages and costs, an execution was brought against him, and the sub-sheriff, Mr. Charles M'Crossan, brother of the deceased, was on Saturday last about to proceed with the execution. M'Loughlin resisted, and had his place, which is situated in Castle-street, Omagh, shut up against the approach of the sheriff and his bailiffs. The sheriff, seeing that resistance was offered, sought the advice of his brother, who went to him, and, while speaking to the sub-sheriff on the street at M'Loughlin's house, an iron rod, five feet eight inches in length, having a hook with a barb at the point, was thrust by M'Loughlin out of the window on the upper story, and plunged into the throat of M'Crossan, lifting him off the ground, and inflicting a dreadful wound. The carotid artery was cut, and the blood gushed out in profusion. All the remedies which medical skill could devise were applied. During the night, and up to Sunday afternoon, some hopes, though faint, were entertained of his recovery; but about one o'clock p.m. he fainted, and a change for the worse set in, which became more serious, until he finally expired, after intense suffering, at five o'clock on Monday morning. A report of the brutal outrage was at once conveyed to the constabulary, three of whom were quickly at the scene of the unfortunate occurrence. Constable M'Caughan immediately ascended the window, forced his way into the house, and arrested M'Loughlin.

Game Law Offences.—It appears that last year the offences against the game laws numbered 9,638, of which 8,142 were for trespassing in the daytime in pursuit of game.

COLONIAL TRIBUNALS & JURISPRUDENCE.

CANADA.

The following case is reported in the *Upper Canada Law Journal*:—

COMMON LAW CHAMBERS.—SOMMERS v. CARTER.

Security for costs—Time for application.

Where appearance was entered on 13th September, 1862, declaration filed on 29th of same month, order for security for costs obtained on 7th October, 1862, on the ground that plaintiff had left Canada, that order rescinded on 11th March, 1863, on the ground of his return. Plaintiff again left Canada in October, 1863. An application made in March, 1864, for security for costs, was held not to be too late; there being nothing to show when defendant first had notice of plaintiff leaving in October, 1863, or that the defendant had taken any steps in the cause between that date and the date of his application. March 30th, 1864.

This was a summons calling upon plaintiff to show cause why all the proceedings in the cause should not be stayed, until security for costs were given by plaintiff to defendant.

On 13th September, 1862, the defendant entered his appearance.

On 29th of same month, declaration was filed.

On 7th October, 1862, defendant obtained an order for security for costs, on the ground that plaintiff had left Upper Canada, and was resident in the State of Michigan.

On 9th of the same month, the order for security for costs was served.

On 11th March, 1863, the defendant, upon an affidavit, that during the month of October preceding he had returned to Canada, and was, at the time of the application, residing in the township of Norwich, in the county of Oxford, as his usual and permanent place of residence, obtained an order rescinding the order of 7th October, 1862, directing security for costs to be given.

In October, 1863, plaintiff again returned to the United States of America, there to reside.

On 21st March, 1864, notice of trial was served for the then coming assizes, to be holden on the 30th of same month, in and for the county of Oxford.

On 24th March the affidavits were sworn on which to apply for a second order for security for costs.

On 26th of same month the summons was granted.

There was nothing to show either when the pleas were filed, or when issue was joined in the cause.

S. Richards, Q.C., for the defendant.

W. Freeland for the plaintiff.

DRAPER, C.J.—The only objection I see to the defendant's application is apparent delay. Plaintiff left Canada in October, 1863—this application is just made. It is not shown that defendant only recently discovered that plaintiff had gone; but this case differs from any that I can find. The defendant applied early, and obtained an order for security for costs in October, 1862. No security was given, and in March, 1863, the plaintiff got that order rescinded, on the ground that his absence was temporary, and he had returned. Since then no step has been taken in the cause until the 21st of this month, and defendant makes this application immediately thereafter. In *Duncan* v. *Stint*, 5 B. & Al. 702, reference is made to a previous case, where the Court said, "When a cause is pending, a party if he means to apply for security for costs, must take no step after he knows that the plaintiff is out of England." In *Wainwright* v. *Bland*, 4 Dowl. P. C. 547, there had been a trial, and the application for security was made after notice of trial again given. Defendant admitted he knew plaintiff had gone abroad before the trial, and it was held he was too late, and that he should have moved before, as expense might have been unnecessarily incurred. *Brown* v. *Wright*, 1 Dowl. P. C. 95, the Court quote, and act upon the passage cited from *Duncan* v. *Stint*. *Doe* v. *Brood*, 1 Dowl. N. S. 857, proceeds on the same principle, and so in *Foster* v. *Coster*, 8 A. & E. 419 (in notes.) There is nothing to show when plea was pleaded, or issue joined, unless the latter step were taken by plaintiff on the day on which he gave notice of trial. The declaration was filed on 29th September, 1862, and as the first order for security for costs was not obtained until 7th October, 1862, the plea was probably pleaded before that order. If so, no step in the cause, strictly speaking, has been taken since then, for the order for security and the order rescinding it are collateral proceedings. It appears to me, therefore, looking at the plaintiff's delay in proceeding, at the fact that it does not appear that defendant took any step in the interim, and considering what I take to be the principle of the cases cited, I should make this order. Order accordingly.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

OVERLOADING A STEAMBOAT.

Before the Tribunal of Correctional Police, Lyons, M. Boyer, the captain, and MM. Chaize and Plasson, the proprietors of the Mouche No 4 steamboat, were charged with homicide by imprudence in having caused the death of twenty-seven persons on the 10th of July. Thirty witnesses for the prosecution were heard, and ten for the defence. The steamer, which was forbidden to embark more than 100 persons, had from 120 to 130 on board. The accident was caused by a false manœuvre, which caused the vessel to deviate from the navigable channel and touch on a sandbank.—The captain pleaded in his defence that he had been only a fortnight in the service of the proprietors, and was not aware of the regulations. He had frequently cried out "Enough!" when too many passengers came on board, but no attention was paid to him. The vessel had a few days before touched on the same sandbank, and he had requested M. Chaize to have a buoy placed over it to mark the spot. Had that been done, the steamer would not have grounded.—M. Chaize alleged that a buoy would have caused even more frequent accidents, as it would have got displaced by the paddles of the steamers, and given false indications. The captains of all the steamers in going up and down the river observed landmarks, which were more sure than bouys.—M. Plasson was shown to be only a sleeping partner with M. Chaize, as this latter alone undertook the management of the service. The judgment of the Tribunal condemned Boyer to a month's imprisonment, M. Chaize to three months of the same punishment, and M. Plasson to a fine of 500 fr., and all three conjointly to pay the cost of the trials.

A NEW CONVICT SETTLEMENT.

Advices have been received, announcing the safe arrival at Port-de-France, New Caledonia, of the frigate *Iphigénie* with a first batch of convicts, who are to undergo their sentence in that island and its dependencies. New Caledonia was occupied about twelve years since, with the intention of making it a penal settlement instead of Guyana, which has been found ill-adapted for the purpose, and the budget of 1865 contains a credit for carrying out the project. The erection of the local command into a government, followed by the nomination of a naval captain as governor, has been the definite completion of a plan now in course of execution. The day after the arrival of the *Iphigénie* in the roadstead of Port-de-France, the governor went on board, inspected the arrangements of the vessel, and addressed the convicts in an energetic speech, appealing to their resignation, courage, and discipline, and holding out the hope of early liberation to be obtained by repentance and good conduct. Ten days later the penal establishment was inaugurated in the Isle of Nou, not far from Port-de-France, by a solemnity, for which preparations had been made by the sailors, soldiers, colonists, and even by the convicts themselves. After passing in front of the ranks, Captain Guillain, the governor, followed by all present, proceeded to the temporary chapel built for the occasion, where he was received by the Abbé Renouard, chaplain of the frigate. Mass was celebrated, and the convicts sang several hymns which they had learned during their passage. On leaving the chapel, the governor addressed the convicts, assuring them that, however low they might have fallen, they had now the opportunity of retrieving themselves by industry and good conduct. He concluded with crying "*Vive l'Empereur!*" which was heartily taken up by the public as well as by the convicts. The governor raised the enthusiasm of the latter to the highest pitch, when, after passing them in review, he announced that from that day forth the last vestige of chains would be removed. To the repeated cries of "*Vive le gouverneur!*" which followed those words, Captain Guillain replied, "Yes, you are free workmen; but remember, that it is on condition that you work with a will, and conduct yourselves well."

CONGRESS OF LAWYERS.

A new pamphlet which has lately appeared in Paris, and is entitled "*L'Europe en 1864*," advocates an alliance between France, Russia, and England, and recommends, by way of avoiding war, the formation of a congress of lawyers, who are to be entrusted with the task of drawing up an international code.

COURT PAPERS.

CHANCERY ORDER.

The Right Honourable Richard Baron Westbury, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Honorable the Vice-Chancellor Sir Richard Torin Kinderaley, and the Honourable the Vice-Chancellor Sir William Page Wood, doth hereby, in pursuance and execution of the powers given by the statute 15 & 16 Vict. c. 86, and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

1. All applications made under the statute 6th & 7th Vict. c. 73, to refer any bill of any attorney or solicitor of his fees, charges, and disbursements, for any business done by such attorney or solicitor, to be taxed and settled, and for the delivery of such bill, and for the delivering up of deeds, documents, and papers, or for any or either of those purposes, shall hereafter be made to a judge at chambers by summons, instead of by special petition to the Court, except application for orders of course, which are to be made as heretofore.

2. The rules numbered respectively 35 and 36 of the 40th of the Consolidated General Orders of the Court of Chancery are hereby abrogated.

3. Any party who may be dissatisfied with the certificate of the taxing master as to any item, or part of an item, which may have been objected to, as in the 33rd rule of such 40th Order mentioned, may apply to the judge by whom the order for taxation shall have been made, for an order to review the taxation, as to the same item, or part of an item; and such application shall be made by a summons at chambers, and such judge may thereupon make such order as to the judge shall seem just. But the certificate of the taxing master shall be final and conclusive as to all matters which shall not have been objected to in manner aforesaid.

4. Such application shall be heard and determined upon the evidence which shall have been brought in before the taxing master; and no further evidence shall be received upon the hearing thereof, unless the judge shall otherwise direct.

(Signed) WESTBURY, C.
RICHD. T. KINDERSLEY, V.C.
Aug. 2, 1864. W. P. WOOD, V.C.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRAITHWAITE—On Aug. 30, at Carlton-hill-villas, Camden-road, the wife of J. B. Braithwaite, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

KARSLAKE—On Aug. 29, at Cambridge-terrace, Regent's-park, the wife of E. K. Karslake, Esq., of a daughter.

WOOD—On Aug. 24, at Linden-villas, Camden-road, the wife of Arthur John Wood, Esq., Barrister-at-Law, of a son.

MARRIAGES.

COMYN—PULLEN—On Aug. 23, at St. Marylebone Church, Edward Comyn, Esq., Barrister-at-Law, of 5, Pump-court, Temple, to Mary Louisa, eldest daughter of John Pullen, Esq., Solicitor, of the Middle Temple.

FAIR—GRAHAM—On Aug. 27, at St. John the Evangelist's, Edinburgh, Frederick, youngest son of Thomas Fair, Esq., Woodlands, Duddingstone, to Joanna Amelia, youngest daughter of Humphrey Graham, Esq., Writer to the Signet, of Belstane, Mid-Lothian.

LEGGE—GREENWOOD—On Aug. 25, at Froxfield, Hants, the Rev. Augustus George Legge, to Alice Mary, eldest daughter of John Greenwood, Esq., Q.C., of Broadhanger, Hants, and Chester-square, London.

WARTON—WOOD—On Aug. 24, at Kirk Braddan, Isle of Man, Charles N. Warton, Esq., of Lincoln's-inn, Barrister-at-Law, to Agnes, daughter of G. H. Wood, Esq.

DEATHS.

BEALES—On Aug. 28, at Boulogne-sur-Mer, Alice, second daughter of Edmond Beales, Esq. of Lincoln's-inn and West Brompton, aged 19.

TEMPLE—On Aug. 23, at the Lache, near Chester, Annie, widow of Robert Griffithes Temple, Esq., formerly Judge of the County Courts for North Staffordshire.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock hereinafter standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BALDRY, ALFRED, Torquay, Devon, Esq. £5,000 Consolidated £3 per Cent. Annuities.—Claimed by said A. Baldry.

CARTER, PETER, Rowland's-row, Stepney, Esq., deceased. £3,934 10s. Consolidated £3 per Cent. Annuities.—Claimed by Wm. Godfrey Harvey, the administrator.

KNIGHT, JAMES HOSKINS, Southampton, Mariner. £73 15s. 4d. Consolidated £3 per Cent. Annuities.—Claimed by said J. H. Knight.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Aug. 26, 1864.

Gill, Robt, & Geo Bainbridge, Middlesbrough, York, Attornies and Solicitors. By mutual consent. June 7.

Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

TUESDAY, Aug 30, 1864.

Canadian Native Oil Company (Limited).—The Master of the Rolls, by an order dated July 14, appointed James Boatwright Gibbons, Bank-buildings, Lothbury, Official Liquidator.

Canadian Native Oil Company (Limited).—The creditors of this company are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to James Boatwright Gibbons, Bank-buildings, Lothbury.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 26, 1864.

Adye, Mortimer, Esq, Woolwich, Major Royal Artillery. Oct 1. Bailey & Co, Berners-st, Oxford-st.

Aydon, Deborah, Newcastle-upon-Tyne, Spinster. Sept 18. Fenwicks & Falconar, Newcastle-upon-Tyne.

Baldwin, Geo Dimsdale, Bartlett's-buildings, London, Esq, Deputy Clerk of the Peace for Middlesex. Oct 1. Bailey & Co, Berners-st, Oxford-st.

Borer, Wm, Crowhurst-pl, Surrey, Surgeon. Sept 23. Head, East Grinstead, Sussex.

Coltman, John, Leicester, Gent. Sept 20. Dalton, Leicester.

Gillett, Hy, Finchley New-rd, Middx, Gent. Nov 1. Rye, Golden-sq.

Gunton, Walter Gabriel Basset, Guildford, Surrey, Esq. Sept 30.

Harfield, Saml, Birm, Gent. Nov 1. Baker, Birm.

Jessopp, Hy, Trafalgar-pl, Clapham-rd, Esq. Nov 22. Pearce & Co, Old Broad-st, London.

Langharne, Thos Lamb Polden, Royal Navy, Greenwich Hospital. Sept 16.

Nixon, Joseph, Ardwick, Manch, Agent. Oct 4. Hewitt, Manch.

Oliveira, Jose Antonio Gonçalves, Barge-yard, Bucklersbury, Esq. Oct 1. Tamplin & Tayler, Fenchurch-st.

Randa, Emmanuel, Ipswich, Sack Manufacturer. Oct 17. Westhorp, Ipswich.

Smith, Esther, Newcastle-upon-Tyne, Widow. Sept 18. Fenwicks & Falconar, Newcastle-upon-Tyne.

Ward, Wm, Coventry, Ribbon Manufacturer. Nov 1. Davis, Coventry.

Wedgberrow, Ann, Shrubshill, Worcester, Spinster. Sept 30. Hughes, Worcester, and Pumfrey, Droitwich.

Wedgberrow, John Cole, Droitwich, Worcester, Gent. Sept 30. Hughes, Worcester, and Pumfrey, Droitwich.

TUESDAY, Aug. 30, 1864.

Adams, Wm Edmund, Shanghai, China, Captain and Paymaster H.M. 31st Foot. Sept 29. Lawrie & Keen, Doctors'-commons.

Backhouse, Simpson, East Dereham, Norfolk, Gent. Nov 1. Carthew & Girling, East Dereham.

Bagg, Wm, Colchester, Wine and Spirit Merchant. Nov 8. Barnes & Neck, Colchester.

Barber, Maria Humble, Childwell, Lancaster, Spinster. Oct 1. Gole, Lime-st, London.

Barnard, Caroline, Norwich, Widow. Oct 1. Kerrison & Preston, Norwich.

Barrett, Mary Ann, Cheltenham, Widow. Oct 1. Gole, Lime-st, London.

Bateman, John, Croydon, Surrey, Esq. Oct 1. Drummonds & Co, North-end, Croydon.

Cocks, Chas, Reading, Berks, Fishmonger. Oct 26. Hobbs & Collins, Reading.

Coventry, Juliet, Cheltenham, Widow. Oct 1. Packwood, Cheltenham.

Daniell, Wm, Newport, Monmouth, Merchant. Nov 1. Gwynn & Westhorp, Bristol.

Eckford, Alex Richd Chas, Calcutta, East Indies, Esq. Jan 1. Cates & Elgood, Lincoln's-inn-fields, London.

Griffin, Emmanuel, Brill, Buckingham. Oct 20. Weston, Brackley.

Higgnson, Jas, Longsight, Manch, Gent. Sept 15. Wood, Manch.

Johnson, John, Yarm, York, Common Brewer. Oct 10. Newby & Co, Stockton-on-Tees.

Lucy, Thos, Worcester, Miller. Oct 31. Ball & Hudson, Pershore.

Potter, Thos, Manch, Solicitor. Sept 29. Wood, Manch.

Spain, Wm, Folkestone, Kent, Gent. Oct 1. Hart, Folkestone.

Starkey, Edwd, Manch, Architect. Sept 30. Wood, Manch.

Tomkin, Wm, Yalding, Kent, Esq. Oct 5. Norton & Son, West Malling.

Wingfield, Eliz, Folkestone, Kent, Widow. Oct 1. Hart, Folkestone.

Wolff, Johann Friedrich Wilhelm, Chorlton-upon-Medlock, Lancaster, Teacher of Languages. Sept 30. Wood, Manch.

Wrigley, Thos Cockhill, Woodfield Lodge, nr Huddersfield, Woollen Merchant. Oct 19. Wood, Manch.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 26, 1864.

Morley, Mary, Coedycelyn, Llanrwst, Spinster. Nov 2. Morley v Saunders, V. C. Kindersley.

TUESDAY, Aug. 30, 1864.

Herbert, Saml, Gate Fulford, York, Esq. Oct 29. Rastall v Toulson, M.R.

Magenis, Fredk Richd, Grosvenor-pl, Hyde-park, Esq. Oct 28. Re Magenis, V.C. Kindersley.

Pearce, Mary Ann, East-lane, Bermondsey, Spinster. Nov 1. Wheeler v Gibson, V.C. Stuart.

Assignments for Benefit of Creditors.

FRIDAY, Aug. 26, 1864.

Baker, Jas, Birm, Grocer. Aug 10. Fitter, Birm.

Chaffey, Wm Tamlin, Keignton Mandeville, nr Somerton, Grocer. May 4. Nalder, Shepton Mallett; Press & Inskip, Bristol; and Henderson, Bristol.

Clark, Thos, Flamstead, Hertford, Farmer. July 19. Cheesman, Milton-next-Gravesend.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug 26, 1864.

Arensberg, Julius, Manch, Tobacco Merchant. Aug 22. Comp. Reg Aug 25.

Arthur, Evan, St Martin, Salop, Miller. Aug 3. Conv. Reg Aug 24.

Arthur, Thos, Newcastle-upon-Tyne, Draper. July 29. Conv. Reg Aug 25.
Aspin, Joshua, Macclesfield, Joiner. Aug 17. Comp. Reg Aug 24.
Beall, Richd, Bishopsgate-st Without, London, Tailor. Aug 22. Comp. Reg Aug 23.
Bliss, Wm, Gt College-st, Camden Town, Gas Fitter. Aug 20. Asst. Reg Aug 24.
Brewer, Jas, Plymouth, Ropemaker. Aug 8. Conv. Reg Aug 25.
Britain, Andrew Wood, Long Buckley, Northampton, Innkeeper. Aug 1. Conv. Reg Aug 25.
Brown, Robt, Wimbledon, Surrey, Carman. Aug 3. Asst. Reg Aug 25.
Coleman, Stephen Saml, Hammersmith, Middx, Gent. July 26. Comp. Reg Aug 25.
Daft, Wm, Sheffield, Boot Maker. Aug 1. Conv. Reg Aug 25.
Dalton, Leonard, Canal-bridge, Old Kent-rd, Stone Merchant. July 28. Comp. Reg Aug 23.
Durham, Geo Wilson, Salter's Hall-ct, Cannon-st, Paper Agent. Aug 2. Conv. Reg Aug 24.
Fitzgerald, Patrick, Bolton, Provision Dealer. Aug 15. Comp. Reg Aug 24.
Foster, Fredk, Winchester, Painter. Aug 11. Comp. Reg Aug 23.
Gill, Joseph, Leeds, Cloth Merchant. July 30. Conv. Reg Aug 25.
Harris, Edmund, Borough-rd, Southwark, Medical Agent. Aug 24. Comp. Reg Aug 26.
Harris, Hy Vinton, Devonport, Printer. July 30. Conv. Reg Aug 26.
Harris, Judah Lion, Houndsditch, London, Chandelier Maker. Aug 25. Comp. Reg Aug 26.
Jeyes, John, Bucklersbury, London, Merchant. Aug 10. Asst. Reg Aug 24.
Large, Alfred, Chesterfield, Provision Merchant. Aug 6. Comp. Reg Aug 25.
Newby, Edgar, Leicester, Milliner. Aug 1. Conv. Reg Aug 25.
Pratt, Fredk, Uxbridge, Middx, Mealman. Aug 1. Asst. Reg Aug 23.
Reily, Jas, Roman-rd, Old Ford, Bow, Baker. Aug 18. Comp. Reg Aug 26.
Taylor, Jonathan, Nottingham, Retail Beer Seller. Aug 5. Asst. Reg Aug 25.
Washer, John, Bristol, out of business. Aug 16. Conv. Reg Aug 25.
White, Richd Reading, Banbury, Grocer. Aug 2. Conv. Reg Aug 26.
Williams, Geo, Newport, Monmouth, Sailmaker. July 26. Conv. Reg Aug 23.
Winson, Robt, Burton-upon-Trent, Labourer. Aug 15. Comp. Reg Aug 23.
Wright, Thos Ebenezer, Hereford-pl, Commercial-rd, Confectioner. Aug 6. Comp. Reg Aug 25.

TUESDAY, Aug. 30, 1864.

Ainsworth, Robt Holt, Radcliffe, Lancaster, Traveller. Aug 9. Comp. Reg Aug 26.
Akenhead, Walter, Choppington Guide Post, Northumberland, Cattle Dealer. July 30. Conv. Reg Aug 27.
Baker, Jas, Birm, Grocer. Aug 10. Conv. Reg Aug 29.
Bebbington, Wm, Manch, Baker. Aug 26. Comp. Reg Aug 29.
Becker, Phillip, & Hermann Sack, Bath-st, Newgate-st, Provision Merchants. Aug 6. Comp. Reg Aug 26.
Botwright, John Hy, & Geo Doleman, Cropley-st, Hoxton, Grocers. Aug 16 Conv. Reg Aug 29.
Castrique, Louis, Philpot-lane, London, Merchant. Aug 19. Comp. Reg Aug 27.
Cocks, Robt, Whitehaven, Cumberland, Grocer. Aug 5. Conv. Reg Aug 26.
Davis, Jas, Fashion-st, Spitalfields, Dyer. Aug 25. Comp. Reg Aug 27.
Edmonds, Edwd, Worcester, Wine and Spirit Merchant. Aug 3. Asst. Reg Aug 27.
Garman, Robt Hendry, Whissousett, Norfolk, Grocer. July 28. Conv. Reg Aug 25.
Garwood, Joseph Welham, New Cross-rd, Surrey, Literary Agent. Aug 23. Conv. Reg Aug 29.
Gibson, Nicholas Wm, St Paul's-church-yard, London, Silk Merchant. Aug 2. Asst. Reg Aug 27.
Hearn, Geo, Maldon, Essex, Plumber. Aug 1. Asst. Reg Aug 29.
Hill, Hy, Oldbury, Worcester, Draper. Aug 15. Asst. Reg Aug 26.
Humpidge, Chas, Lowesmoor, Worcester, Tailor. Aug 5. Conv. Reg Aug 30.
Hurst, Jas, Gt St Helen's, London, Merchant. Aug 20. Comp. Reg Aug 29.
Knox, Andrew, Clarke's-pl, Bishopsgate, Tailor. Aug 3. Conv. Reg Aug 29.
Lee, John, Mold, Flint, Hardware Dealer. July 30. Comp. Reg Aug 27.
Mannion, Wm, Manch, Leather Dealer. July 28. Asst. Reg Aug 25.
O'Donnell, Jas, Lpool, China Dealer. July 30. Comp. Reg Aug 26.
Renwick, Robt, Middlesborough, York, Bookseller. Aug 2. Asst. Reg Aug 27.
Roberts, Walter, Tewkesbury, Gloucester, Baker. Aug 2. Comp. Reg Aug 26.
Steel, John Shaw, Liscard, Chester, Surgeon. Aug 15. Comp. Reg Aug 25.
Whitty, Geo, Malden Newton, Dorset, Provision Dealer. Aug 24. Conv. Reg Aug 26.
Williams, Stephen, Wolverhampton, Jeweller. Aug 8. Conv. Reg Aug 29.
Wintrip, Robt, Byker-bank, Newcastle-upon-Tyne, Butcher, Aug 6. Conv. Reg Aug 27.

Bankrupts.

FRIDAY, Aug. 26, 1864.

To Surrender in London.

Bedford, Paul John, Ashley-pl, Westminster, Comedian. Pet Aug 23. Sept 13 at 11. Lewis & Lewis, Ely-pl.
Bell, Edwd, Prisoner for Debt in Horsemonger-lane Gaol. Adj Aug 20. Sept 12 at 11. Aldridge.
Bell, Hy, Prisoner for Debt in Horsemonger-lane Gaol. Pet Aug 19 (for pau). Sept 12 at 1. Aldridge.
Bradbury, John, Grafton-st, Soho, China Dealer. Pet Aug 22. Sept 12 at 11. Wyatt, Harper-st, Red Lion-sq.
Bright, Hy, Tunbridge Wells, Kent, Artist. Pet Aug 23. Sept 13 at 11. Linklaters & Hackwood, Walbrook.
Busby, Robt, Cellingwood-st, Bethnal-green, Trunk Maker. Pet Aug 23. Sept 12 at 11. Nash, Arlington-st, New North-rd.
Compton, Thos Anthony, Ketton, Rutland, Agent for Insurance Co. Pet Aug 23. Sept 12 at 12. Nethersole & Speechly, New Inn, for Smedley, Peterborough.
Cox, Job, Upper Sundon, Bedford, Innkeeper. Pet Aug 23. Sept 6 at 1. Olive, Portsmouth-st, Lincoln's-inn-fields.
Dean, Wm, Tottenham-ct-rd, Wholesale Upholsterer. Pet Aug 23. Sept 12 at 12. Linklaters & Hackwood, Walbrook.
Delplanque, Hildevert Chas, Ladbroke-grove, Notting-hill, Dancing Master. Pet Aug 23. Sept 12 at 12. Southee, Ely-pl.
Everton, Thos Tooth, Union-st, Bishopsgate, Dealer in China. Pet Aug 23. Sept 12 at 12. Durrant, Guildhall-chambers.
Heaven, Edwin, Manchester-ter, Islington, Builder. Pet Aug 22. Sept 12 at 12. Chidley, Old Jewry.
Keen, Thos Jas, Ledbury-rd, Bayswater, Tailor. Pet Aug 24. Sept 12 at 1. Lewis, Raymond's-bldgs, Gray's-inn.
Marshall, Chas, Old Church-st, Paddington, Butcher. Pet Aug 23. Sept 6 at 1. Rodwell, Connaught-ter, Edgware-rd.
Nottingham, Chas Hy, Rosendale-rd West, Dulwich, Professor of Music. Pet Aug 23. Sept 12 at 12. Peverley, Coleman-st.
Squire, Mary Ann, Whitwell, nr Hitchin, Herts, Grocer. Pet Aug 23. Sept 12 at 11. Mote, Warwick-ct, Gray's-inn.
Thomas, Richd, Circus-rd, St John's wood, Builder. Pet Aug 20. Sept 6 at 1. Merriman & Brewin, Austin-friars.
Thomson, Edwd Tew, Prisoner for Debt in Horsemonger-lane Gaol. Adj Aug 20. Sept 12 at 11. Aldridge.
Thwaites, Alfred, Lloyd-sq, Clerkenwell, Dealer in Jewellery. Pet Aug 18. Sept 12 at 11. Foster, Cannon-st.
Wardell, Jas Ranford, Upminster, Essex, Ship and Insurance Broker. Pet Aug 19. Sept 12 at 11. Bradley, Fenchurch-st.
Westley, Frederic, Windsor-ter, City-rd, out of business. Pet Aug 20 (for pau). Sept 12 at 1. Aldridge.
Wilson, Wm, James-st, Stepney, Saddler. Pet Aug 23. Sept 6 at 1. Drew, New Basinghall-st.
Woodward, Robt, Copenhagen-st, Islington, Dairyman. Pet Aug 24. Sept 12 at 1. Preston & Dorman, Gresham-st.

To Surrender in the Country.

Allen, Wm, Luton, Bedford, Builder. Pet Aug 23. Luton, Sept 12 at 5. Shepherd, Luton.
Andrew, Hy Jonathan, Lpool, Draper. Adj Aug 17. Manch, Sept 13 at 2. Hime, Lpool.
Atkinson, Robt, East Retford, Nottingham, Potato Dealer. Pet Aug 23. East Retford, Sept 10 at 10. Marshall, jun, East Retford.
Baggs, Hy, Ardwick, Lancaster, Butcher. Adj Aug 17. Manch, Sept 7 at 12. Morgan, Manch.
Ballinger, Thos, nr Oldbury, Worcester, Journeyman Baker. Pet Aug 19. Oldbury, Sept 5 at 10. Shakespeare, Oldbury.
Barnett, John, Prestwich, nr Manch, Dealer in Watches. Pet Aug 13 (for pau). Lancaster, Sept 9 at 12. Gardner, Manch.
Baxter, Jas, Stamford Baron, Northampton, Blacksmith. Adj Aug 15. Northampton, Sept 12 at 11. Law, Stamford.
Bell, Michl, Billingham Station, Durham, Station Master. Pet Aug 22 (for pau). Durham, Sept 16 at 12. Marshall, jun, Durham.
Blackett, Geo, Prisoner for Debt, Manch City Gaol. Adj Aug 16. Salford, Sept 10 at 9.30.
Bradshaw, John, Lpool, Delivery Foreman, Mersey Dock and Harbour Board. Pet Aug 12 (for pau). Lancaster, Sept 9 at 12. Johnson & Tilly, Lancaster.
Brigg, John, nr Keighley, York, Worsted Spinner. Adj Aug 16. Leeds, Sept 12 at 11.
Butt, Chas David, Lpool, Mining Agent. Pet Aug 24. Lpool, Sept 13 at 11. Ritson, Lpool.
Butter, Geo, Great Cressingham, Cattle Dealer. Pet Aug 24. Swaffham, Sept 10 at 10. Walpole, Northwold.
Bywater, Geo, Bedford. Pet Aug 23. Bedford, Sept 21 at 4. Conquest & Stimson, Bedford.
Chambers, Chas John, Cheetham, Manch, Mill Furnisher. Pet Aug 23. Manch, Sept 6 at 11. Wharton, Manch.
Davis, David, Ystrad, Glamorgan, Grocer. Pet Aug 23. Pontypridd, Sept 12 at 10. Raby.
Davies, John Hooper, Merthyr Tydfil, Glamorgan, Accountant. Pet Aug 20. Merthyr Tydfil, Sept 5 at 11. Simons, Merthyr Tydfil.
Duck, Louisa Harriett, Bath. Pet Aug 18. Bath, Sept 6 at 11. Bartrum, Bath.
Edginton, Hy, Cheltenham, Grocer. Pet Aug 22. Cheltenham, Sept 6 at 11. Marshall, Cheltenham.
English, Wm, Chatham, Journeyman Blacksmith. Adj Aug 17. Maidstone, Sept 2 at 2. Acworth, Rochester.
Forrester, John, Penrith, Cumberland, Farmer. Pet Aug 8. Newcastle-upon-Tyne, Sept 6 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.
Gibson, Wm, South Shields, Coal Trimmer. Pet Aug 19. South Shields, Sept 5 at 11. Wawn, jun, South Shields.
Good, Saml, Newport, Monmouth, Furniture Broker. Adj Aug 10. Monmouth, Sept 20 at 11. Bradgate, Newport.
Graham, Geo, Middlesborough, York, Grocer. Pet Aug 23. Leeds, Sept 12 at 11. Simpson, Yarm, and Carins & Tempest, Leeds.
Grocock, Robt, Falkingham, Lincoln, Tailor. Pet Aug 22. Bourn, Sept 9 at 12. Bell, Gt James-st, London.
Harker, Richd Allanson, jun, Leadgate, Durham, Joiner. Pet Aug 8. Shotley Bridge, Sept 5 at 10.30. Wilkinson, Shotley Bridge.
Hart, Alfred Wm, Whitehouse, Hereford, Farm Bailiff. Pet Aug 20. Ross, Sept 10 at 10. Minett, Ross.
Hill, Thos, & Thos Powell Greaves, Sheffield, Glass Dealers. Pet Aug 24. Sheffield, Sept 23 at 1. Binney & Son, Sheffield.
Law, Robt, Heywood, Lancaster, out of business. Pet Aug 22. Bury, Sept 15 at 11. Watson, Bury.
Lineker, Geo Frost, Wellington, Salop, Tailor's Foreman. Pet Aug 17. Birm, Sept 26 at 10. Hiatt, Wellington.
Luby, Joseph, Lpool, Poultry Dealer. Adj June 17. Lpool, Sept 13 at 3.
Luxton, John, Bondleigh, Devon, Clerk. Pet Aug 25. Exeter, Sept 5 at 12. Wilcsford, Exeter.
Mitchell, Wm, Haltwhistle, Northumberland, Pitman. Pet Aug 20. Brampton, Sept 6 at 3. Latimer, Brampton.
Nock, Hy, Great Bridge, Westbromwich, out of business. Pet Aug 19. Oldbury, Sept 5 at 10. Shakespeare, Oldbury.
Parham, Geo Edwd, Lydlinch, Dorset, Yeoman. Pet July 25. Exeter, Sept 7 at 2. Wilde & Co, College-hill, London, and Terrell, Exeter.

Parkin, Wm, Cross-fields, Halifax, Mechanic. Pet Aug 24. Halifax, Sept 9 at 10. Holroyde, Halifax.
Pratt, David, Cheltenham, Boot Maker. Pet Aug 22. Cheltenham, Sept 6 at 11. Wilkes, Gloucester.
Prior, Joseph, Brierley-hill, Stafford, Marine Store Dealer's Assistant. Pet Aug 22. Stourbridge, Sept 15 at 10.
Robinson, Jas, Stanwix, nr Carlisle, Cattle Dealer. Adj Aug 9. Newcastle-upon-Tyne, Sept 6 at 12. Hoyle, Newcastle-upon-Tyne.
Rodgerson, John, Sunderland, Shipbuilder. Pet Aug 23. Sunderland, Sept 20 at 2. Young, Sunderland.
Schmidt, Johann Leonhardt, White Abbey, Bradford, Pork Butcher. Adj Aug 16. Leeds, Sept 19 at 11. Young, Leeds.
Thomson, Adam, Rochdale, Draper. Pet Aug 19. Manch, Sept 8 at 12. Standring, Rochdale, and Boote, Manch.
Thompson, John, Pudsey, York, Innkeeper. Adj Aug 16. Leeds, Sept 12 at 11.
Thomson, Wm, Rochdale, Draper. Pet Aug 19. Manch, Sept 8 at 12. Standring, Rochdale, and Boote, Manch.
Walker, Wm, Claypath, Durham, out of business. Pet Aug 22. Durham, Sept 15 at 12. Brignall, Durham.
Ward, Jas. Lpool, China and Glass Dealer. Pet Aug 22. Lpool, Sept 6 at 11. Forsham & Co, Lpool.
Watkins, Sidney, Canton, nr Cardiff, Grocer. Adj Aug 10. Cardiff, Sept 5 at 11.
Webb, John, Leeds, Cabinet Maker. Pet Aug 22. Leeds, Sept 9 at 12. Harle, Leeds.
Wild, Wm, Oldham, Lancaster, Cotton Mill Manager. Pet Aug 22. Manch, Sept 6 at 12. Brooks & Co, Manch.
Wright, Wm, Warrington, Lancaster, Confectioner. Pet Aug 17. Warrington, Sept 8 at 1. Nicholson & White, Warrington.

TUESDAY, Aug. 30, 1864.

To Surrender in London.

Bartley, Joseph, Baker, a Prisoner Debtors' Prison, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Bohn, Christian, Baker, a Prisoner Debtors' Prison, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Brown, Hugh, West India Merchant, a Prisoner for Debt Debtors' Prison, London. Adj Aug 22. Sept 19 at 1. Aldridge
Brown, Jas Fredk, Builder, a Prisoner Debtors' Prison, London. Adj Aug 22. Sept 19 at 12. Aldridge.
Brown, Wm, Barman, a Prisoner Debtors' Prison, London. Pet Aug 25 (for pau). Sept 13 at 11. Aldridge.
Collins, Wm, 6t Cambridge-st. Hackney-rd, Boot Dealer. Pet Aug 25 (f r pau). Sept 13 at 11. Aldridge.
Coney, Wm, Builder, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Cross, Wm, Pratt-st, Camden-town, House Agent. Pet Aug 26. Sept 13 at 11. Johnson, Clifford's-inn.
Dolman, John, Wholesale Milliner, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Evans, Thos, Park-pl, Lambeth, Cowkeeper. Pet Aug 27. Sept 13 at 12. Binns, Trinity-sq, Borough.
Everett, John, Carpenter, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Flood, Chas, Kimbolton, Huntingdon, Tanner. Pet Aug 26. Sept 13 at 11. Palmer & Co, Trafalgar-sq.
Gaskell, Hy Broadbent, no profession, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Haggart, Hugh Wm, Comm Agent, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Harris, John, Green-st, Leicester-sq, Picture Dealer. Pet Aug 27. Sept 13 at 12. Weeks, Falcon-sq, City.
Hood, Wm, Slaughterhouse-lane, Deptford, Traveller. Pet Aug 25. Sept 13 at 1. Peddle, Ironmonger-lane.
Horton, Stephen Wilmot, Comm Agent, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 12. Aldridge.
Kellow, John, Plumstead-rd, Carpenter. Pet Aug 27. Sept 13 at 12. Buchanan, Basinghall-st.
Laird, Robt Grimmond, Cannon-st West, Civil Engineer. Pet Aug 18. Sept 6 at 11. Smith. Gt Tower-st.
Lander, Philip, Stonemason, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 12. Aldridge.
Magra, Chas Fras Henley Ongley, Prisoner for Debt, Horsemonger-lane. Pet Aug 25. Sept 12 at 1. Chidley, Old Jewry.
McGladrigan, Hugh, Park-pl, Clapham, Schoolmaster. Pet Aug 27. Sept 13 at 11. Wetherfield, Moorgate-st.
Millington, Chas, Publican, Prisoner for Debt, London. Adj Aug 22, Sept 19 at 12. Aldridge.
Murray, Jas Fras, Shoe Manufacturer, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 12. Aldridge.
Pinnock, Wm, no profession, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 12. Aldridge.
Robinson, John Haylock, Baker, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 12. Aldridge.
Siegfrid, Jonas, Stock Jobber, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 1. Aldridge.
Simpson, John, Builder, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 1. Aldridge.
Soper, Giles Ching, Gas Engineer, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 1. Aldridge.
Stevenson, Wm, Nassau-st, Middlesex Hospital, Carpenter. Pet Aug 25. Sept 13 at 11. Venn, New-inn, Strand.
Thiele, Wm, Formosa-ter, Paddington, Decorative Artist. Pet Aug 24. Sept 12 at 1. Jones, New-inn, Strand.
Thomas, Geo Wm, Ship Owner, Prisoner for Debt, London. Adj Aug 22. Sept 12 at 12. Aldridge.
Tomkinson, Chas, Licensed Victualler, Prisoner for Debt, Horsemonger-lane. Pet Aug 24. Sept 12 at 1. Wyatt, Cannon-row, Westminster.
Turnham, John, Licensed Victualler, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 1. Aldridge.
Walters, Thos, Grocer, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 1. Aldridge.

To Surrender in the Country.

Atherton, Isaac, Lpool, Attorney. Pet Aug 29. Lpool, Sept 20 at 11. Pemberton, Lpool.
Bock, Aaron, Birm, Boot Clicker. Pet Aug 24. Birm, Sept 28 at 10. East, Birm.
Boydell, John, Lpool, Picture Frame Maker. Pet Aug 19. Lpool, Sept 14 at 3. Anderson, Lpool.
Briggs, Jesse, Laister Dyke, Bradford, Stuff Manufacturer. Pet Aug 24. Leeds, Sept 12 at 11. Simpson, Leeds.
Brown, Hugh, Hanley, Stafford, Attorney. Pet Aug 29. Hanley, Sept 24 at 11. Moxon, Hanley.
Corin, Jacob, Madron, Cornwall. Adj Aug 9. Bodmin, Sept 7 at 10. Millett, Penzance.
Evans, Richd, Llangunllo, Radnor, Beerhouse Keeper. Pet Aug 25. Knighton, Sept 15 at 11.
Fry, Joseph, Prisoner for Debt, Bristol. Adj Aug 24 (for pau). Bristol, Sept 9 at 12.
Hawes, Saml, Ipswich, Tailor. Adj July 16. Ipswich, Sept 8 at 11. Moore, Ipswich.
Higginbotham, Chas, Macclesfield, Brass and Iron Founder. Pet Aug 19. Manch, Sept 21 at 12. Sale & Co, Manch.
Hill, Geo Rowland, Southsea, out of business. Pet Aug 25. Portsmouth, Sept 16 at 11. Stening, Portsea.
Holland, Alfred, Aldershot, Southampton, Watch Maker. Pet Aug 26. Farnham, Sept 9 at 12. White, Guildford.
Johnson, Robt, Beerhouse Keeper, Prisoner for Debt, Manch. Adj Aug 16. Manch, Sept 26 at 9.30. Dawson, Manch.
Joy, Walter Geo, Bedford, Carpenter. Pet Aug 26. Bedford, Sept 21 at 4.30. Conquest & Stimson, Bedford.
Keen, Jesse, Odd Rode, Chester, Shoemaker. Pet Aug 24. Congleton, Sept 14 at 11. Moxon, Hanley.
Kemp, Wm Seymoure, Comm Agent, Prisoner for Debt, Bristol. Adj Aug 25 (for pau). Bristol, Sept 9 at 12.
Knight, Chas, Petersfield, Hants, Tailor. Pet Aug 24. Petersfield, Sept 12 at 11.30. Paffard, Portsea.
Knight, Joshua Geo, Balsall Heath, Worcester, Licensed Victualler. Pet Aug 24. Birm, Sept 26 at 10. Southall & Nelson, Birm.
Miller, Joseph John, Witham, Essex, Carpenter. Pet Aug 23. Maldon, Sept 3 at 3. Bristy, Chelmsford.
Parker, Wm, Stoke Gifford, Gloucester, Beer Retailer. Pet Aug 24. Bristol, Sept 9 at 12. Roper.
Parkes, Wm, & Edwin Hill, Birm, Glass and Lead Merchants. Pet Aug 27. Birm, Oct 10 at 12. East, Birm.
Peters, Thos, Birm, Tobacconist. Pet Aug 29. Birm, Sept 23 at 12. Hodgson & Son, Birm, and Burkitt, Kenilworth.
Ramsden, David, Lindley, nr Huddersfield, Clothier. Pet Aug 16 (for pau). Huddersfield, Sept 12 at 10.
Riches, Wm Smith, Norwich, Licensed Victualler. Adj Aug 17. Norwich, Sept 10 at 11. Sadd, jun, Norwich.
Rowley, Bagnall, Fenton, Stoke-upon-Trent, Licensed Victualler. Pet Aug 25. Stoke-upon-Trent, Sept 10 at 11. Edmund & Tenant, Hanley.
Sellars, John Carrington, Birkenhead, Analytical Chemist. Pet Aug 23. Birkenhead, Sept 7 at 10. Rymer, Lpool.
Sommer, Ignatz Joseph, New Brompton, Kent, Bugle-Major H.M. 53rd Foot. Pet Aug 27. Rochester, Sept 9 at 12.30. Hayward, Rochester.
Smith, Eliza, Portsea, Dressmaker. Adj Aug 18. Winchester, Sept 16 at 11. Stening, Portsea.
Smith, Robt, Gee-cross, nr Hyde, Chester, Labourer. Pet Aug 25. Hyde, Sept 14 at 12. Howard, Stockport.
Tootal, Thos, Woodplumpton, nr Preston, Provision Dealer. Adj Aug 17. Preston, Sept 17 at 10. Lodge & Harris, Preston.
Toppin, Geo, Unthank, Cumberland, Farmer. Pet Aug 26. Carlisle, Sept 15 at 11. Wannon, Carlisle.
Wakefield, Jas, a Prisoner for Debt in Bristol Gaol. Adj Aug 25 (for pau). Bristol, Sept 9 at 12. Clifton & Co.
Walker, Joseph, Morley, nr Leeds, Cloth Manufacturer. Pet Aug 26. Dewsbury, Sept 9 at 3. Harle, Leeds.
Watkins, Thos Weston, Birm, Commercial Traveller. Pet Aug 19 (for pau). Warwick, Sept 26 at 10.
White, Edwd, Maldon, Essex, Bootmaker. Pet Aug 23. Maldon, Sept 3 at 4. Freeman, Maldon.
Whiteley, Lewis, Mark Farrer, Wm Farrer, and Wm Hy Lever, Rastrick, Halifax, Cotton Spinners. Pet Aug 25. Leeds, Sept 12 at 11. Haigh, Huddersfield, and Bond & Barwick, Leeds.
Wilkinson, Joseph, Kirkby Lonsdale, Westmoreland, Fellmonger. Pet Aug 25. Newcastle-upon-Tyne, Sept 28 at 12. Harle & Co, Newcastle-upon-Tyne.
Wilson, Jas, Kingston-upon-Hull, Tailor. Pet Aug 25. Kingston-upon-Hull, Sept 10 at 11. Walker, Hull.
Woodward, Geo Arthur, Lpool, Comm Agent. Pet Aug 26. Lpool, Sept 12 at 11. Norris & Sons, Lpool.
Woodworth, Wm, Stretford, Lancaster, Salesman. Pet Aug 25. Manch, Sept 12 at 11. Smith & Boyer, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug 26, 1864.

Jerdein, Michael, Stafford-st, Bond-st, Gent. Aug 15.
Mills, Thos, Marylebone-rd, Glass Stainer. Aug 24.
Stanford, Jas, Burlington-arcade, Piccadilly, Boot Maker. Aug 24.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL COFFEEHOUSE.

Aug. 26.—By Messrs. NORTON, HOGGART, & TRUST.

Freehold estate, known as Great Mongehane Farm, situate in the parishes of Great Mongehane, Little Mongehane, Sholden, and Walmer, Kent, comprising a farmhouse, stabling, three cottages, and outbuildings, &c., and several enclosures of arable, meadow, and marsh land, the whole containing 230a 1r 5p—Sold for £15,600.

Aug. 29.—By Messrs. DEBENHAM & TEWSON.

Freehold farm, called The Brin, situate in the hamlet of Glascoed, near Usk, Monmouthshire, and comprising about 62 acres with barn, cattle shed, stable, &c.—Sold for £1,100.

AT GARRAWAY'S.

Aug. 25.—By Mr. MABEN.

Freehold, two houses, situate in Old Broad-street, City—Sold for £33,500.
Freehold residence, situate at Stamford-hill; let at £110 per annum—Sold for £2,800.

Aug. 29.—By Mr. J. J. CRON.

Freehold, the Victoria Gardens and Tavern, Great Yarmouth, Norfolk—Sold for £3,400.